

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

BRIAN McMILLAN.

| Case No.: 8:25-cv-00425-SRM (JDEx)

Plaintiff,

STIPULATED PROTECTIVE ORDER

VS.

DOUG CIRBO, MARK TETTEMER,
SCOTT VOIGTS, ROBERT PEQUENO,
BENJAMIN YU, DEBRA ROSE, CITY
OF LAKE FOREST AND DOES 1 TO
10,

Defendants.

Based on the parties' Stipulation (Dkt. 38) and for good cause shown, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends
4 only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles.

6 2. GOOD CAUSE STATEMENT

7 This action is likely to involve criminal and/or administrative files of
8 commercial tenants, financial and/or proprietary information for which special
9 protection from public disclosure and from use for any purpose other than
10 prosecution of this action is warranted. Such confidential and proprietary materials
11 and information consist of, among other things, criminal and/or administrative files
12 of commercial tenants, confidential business or financial information, information
13 regarding confidential business practices, or other confidential research,
14 development, or commercial information (including information implicating
15 privacy rights of third parties), information otherwise generally unavailable to the
16 public, or which may be privileged or otherwise protected from disclosure under
17 state or federal statutes, court rules, case decisions, or common law. Accordingly,
18 to expedite the flow of information, to facilitate the prompt resolution of disputes
19 over confidentiality of discovery materials, to adequately protect information the
20 parties are entitled to keep confidential, to ensure that the parties are permitted
21 reasonable necessary uses of such material in preparation for and in the conduct of
22 trial, to address their handling at the end of the litigation, and serve the ends of
23 justice, a protective order for such information is justified in this matter. It is the
24 intent of the parties that information will not be designated as confidential for
25 tactical reasons and that nothing be so designated without a good faith belief that it
26 has been maintained in a confidential, non-public manner, and there is good cause
27 why it should not be part of the public record of this case.

1 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

2 The parties further acknowledge, as set forth in Section 14.3, below, that this
3 Stipulated Protective Order does not entitle them to file confidential information
4 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
5 and the standards that will be applied when a party seeks permission from the court
6 to file material under seal. There is a strong presumption that the public has a right
7 of access to judicial proceedings and records in civil cases. In connection with non-
8 dispositive motions, good cause must be shown to support a filing under seal. See
9 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
10 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
11 *Welbon v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
12 stipulated protective orders require good cause showing), and a specific showing of
13 good cause or compelling reasons with proper evidentiary support and legal
14 justification, must be made with respect to Protected Material that a party seeks to
15 file under seal. The parties' mere designation of Disclosure or Discovery Material
16 as CONFIDENTIAL does not — without the submission of competent evidence by
17 declaration, establishing that the material sought to be filed under seal qualifies as
18 confidential, privileged, or otherwise protectable — constitute good cause.
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20 Further, if a party requests sealing related to a dispositive motion or trial,
21 then compelling reasons, not only good cause, for the sealing must be shown, and
22 the relief sought shall be narrowly tailored to serve the specific interest to be
23 protected. See *Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
24 2010). For each item or type of information, document, or thing sought to be filed
25 or introduced under seal, the party seeking protection must articulate compelling
26 reasons, supported by specific facts and legal justification, for the requested sealing
27 order. Again, competent evidence supporting the application to file documents
28 under seal must be provided by declaration.

1 Any document that is not confidential, privileged, or otherwise protectable
2 in its entirety will not be filed under seal if the confidential portions can be
3 redacted. If documents can be redacted, then a redacted version for public viewing,
4 omitting only the confidential, privileged, or otherwise protectable portions of the
5 document, shall be filed. Any application that seeks to file documents under seal in
6 their entirety should include an explanation of why redaction is not feasible.

7 4. DEFINITIONS

8 4.1 Action: This pending federal lawsuit.

9 4.2 Challenging Party: a Party or Non-Party that challenges the
10 designation of information or items under this Order.

11 4.3 “CONFIDENTIAL” Information or Items: information
12 (regardless of how it is generated, stored or maintained) or tangible things that
13 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
14 above in the Good Cause Statement.

15 4.4 Counsel: Outside Counsel of Record and House Counsel (as
16 well as their support staff).

17 4.5 Designating Party: a Party or Non-Party that designates
18 information or items that it produces in disclosures or in responses to discovery as
19 “CONFIDENTIAL.”

20 4.6 Disclosure or Discovery Material: all items or information,
21 regardless of the medium or manner in which it is generated, stored, or maintained
22 (including, among other things, testimony, transcripts, and tangible things), that are
23 produced or generated in disclosures or responses to discovery.

24 4.7 Expert: a person with specialized knowledge or experience in a
25 matter pertinent to the litigation who has been retained by a Party or its counsel to
26 serve as an expert witness or as a consultant in this Action.

1 4.8 House Counsel: attorneys who are employees of a party to this
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 4.9 Non-Party: any natural person, partnership, corporation,
5 association or other legal entity not named as a Party to this action.

6 4.10 Outside Counsel of Record: attorneys who are not employees of
7 a party to this Action but are retained to represent a party to this Action and have
8 appeared in this Action on behalf of that party or are affiliated with a law firm that
9 has appeared on behalf of that party, and includes support staff.

10 4.11 Party: any party to this Action, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside Counsel of Record
12 (and their support staffs).

13 4.12 Producing Party: a Party or Non-Party that produces Disclosure
14 or Discovery Material in this Action.

15 4.13 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 4.14 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 4.15 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 5. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above), but also (1) any information copied or
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
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1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge and other applicable authorities. This Order does not govern the use of
5 Protected Material at trial.

6. **DURATION**

7 Once a case proceeds to trial, information that was designated as
8 CONFIDENTIAL or maintained pursuant to this protective order used or
9 introduced as an exhibit at trial becomes public and will be presumptively
10 available to all members of the public, including the press, unless compelling
11 reasons supported by specific factual findings to proceed otherwise are made to the
12 trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81
13 (distinguishing “good cause” showing for sealing documents produced in
14 discovery from “compelling reasons” standard when merits-related documents are
15 part of court record). Accordingly, the terms of this protective order do not extend
16 beyond the commencement of the trial.

7. **DESIGNATING PROTECTED MATERIAL**

7.1 **Exercise of Restraint and Care in Designating Material for
Protection.** Each Party or Non-Party that designates information or items for
protection under this Order must take care to limit any such designation to specific
material that qualifies under the appropriate standards. The Designating Party must
designate for protection only those parts of material, documents, items or oral or
written communications that qualify so that other portions of the material,
documents, items or communications for which protection is not warranted are not
swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations
that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to
2 impose unnecessary expenses and burdens on other parties) may expose the
3 Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
5 designated for protection do not qualify for protection, the Designating Party must
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 **7.2 Manner and Timing of Designations.** Except as otherwise
8 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
9 Discovery Material that qualifies for protection under this Order must be clearly so
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) For information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
16 contains protected material. If only a portion of the material on a page qualifies for
17 protection, the Producing Party also must clearly identify the protected portion(s)
18 (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection
20 need not designate them for protection until after the inspecting Party has indicated
21 which documents it would like copied and produced. During the inspection and
22 before the designation, all of the material made available for inspection shall be
23 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
24 documents it wants copied and produced, the Producing Party must determine
25 which documents, or portions thereof, qualify for protection under this Order.
26 Then, before producing the specified documents, the Producing Party must affix
27 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
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1 only a portion of the material on a page qualifies for protection, the Producing
2 Party also must clearly identify the protected portion(s) (e.g., by making
3 appropriate markings in the margins).

4 (b) For testimony given in depositions that the Designating Party
5 identifies the Disclosure or Discovery Material on the record, before the close of
6 the deposition all protected testimony.

7 (c) For information produced in some form other than documentary
8 and for any other tangible items, that the Producing Party affix in a prominent
9 place on the exterior of the container or containers in which the information is
10 stored the legend "CONFIDENTIAL." If only a portion or portions of the
11 information warrants protection, the Producing Party, to the extent practicable,
12 shall identify the protected portion(s).

13 7.3 Inadvertent Failures to Designate. If timely corrected, an
14 inadvertent failure to designate qualified information or items does not, standing
15 alone, waive the Designating Party's right to secure protection under this Order for
16 such material. Upon timely correction of a designation, the Receiving Party must
17 make reasonable efforts to assure that the material is treated in accordance with the
18 provisions of this Order.

19 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court's
22 Scheduling Order.

23 8.2 Meet and Confer. The Challenging Party shall initiate the
24 dispute resolution process under Local Rule 37-1 et seq.

25 8.3 Joint Stipulation. Any challenge submitted to the Court shall be
26 via a joint stipulation pursuant to Local Rule 37-2.

1 8.4 The burden of persuasion in any such challenge proceeding
2 shall be on the Designating Party. Frivolous challenges, and those made for an
3 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
4 other parties) may expose the Challenging Party to sanctions. Unless the
5 Designating Party has waived or withdrawn the confidentiality designation, all
6 parties shall continue to afford the material in question the level of protection to
7 which it is entitled under the Producing Party's designation until the Court rules on
8 the challenge.

9 9. ACCESS TO AND USE OF PROTECTED MATERIAL

10 9.1 Basic Principles. A Receiving Party may use Protected Material
11 that is disclosed or produced by another Party or by a Non-Party in connection
12 with this Action only for prosecuting, defending or attempting to settle this Action.
13 Such Protected Material may be disclosed only to the categories of persons and
14 under the conditions described in this Order. When the Action has been terminated,
15 a Receiving Party must comply with the provisions of section 15 below (FINAL
16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Order.

20 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

24 (a) The Receiving Party's Outside Counsel of Record in this
25 Action, as well as employees of said Outside Counsel of Record to whom it is
26 reasonably necessary to disclose the information for this Action;

(b) The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit “A”);

(d) The court and its personnel;

(e) Court reporters and their staff;

(f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit "A");

(g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided:

(1) the deposing party requests that the witness sign the form attached as Exhibit "A" hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit "A"), unless otherwise agreed by the Designating Party or ordered by the court.

Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) Any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions

1 should be construed as prohibiting a Non-Party from seeking additional
2 protections.

3 (b) In the event that a Party is required, by a valid discovery
4 request, to produce a Non-Party's confidential information in its possession, and
5 the Party is subject to an agreement with the Non-Party not to produce the Non-
6 Party's confidential information, then the Party shall:

7 (1) Promptly notify in writing the Requesting Party and the
8 Non-Party that some or all of the information requested is subject to a
9 confidentiality agreement with a Non-Party;

10 (2) Promptly provide the Non-Party with a copy of the
11 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 (3) Make the information requested available for inspection
14 by the Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court
16 within 14 days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information responsive
18 to the discovery request. If the Non-Party timely seeks a protective order, the
19 Receiving Party shall not produce any information in its possession or control that
20 is subject to the confidentiality agreement with the Non-Party before a
21 determination by the court. Absent a court order to the contrary, the Non-Party
22 shall bear the burden and expense of seeking protection in this court of its
23 Protected Material.

25 12. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has
27 disclosed Protected Material to any person or in any circumstance not authorized
28 under this Stipulated Protective Order, the Receiving Party must immediately (a)

1 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
2 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
3 the person or persons to whom unauthorized disclosures were made of all the terms
4 of this Order, and (d) request such person or persons to execute the
5 “Acknowledgment an Agreement to Be Bound” attached hereto as Exhibit “A.”

6 13. **INADVERTENT PRODUCTION OF PRIVILEGED OR**
7 **OTHERWISE PROTECTED MATERIAL**

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other
10 protection, the obligations of the Receiving Parties are those set forth in Federal
11 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
12 whatever procedure may be established in an e-discovery order that provides for
13 production without prior privilege review. Pursuant to Federal Rule of Evidence
14 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
15 of a communication or information covered by the attorney-client privilege or
16 work product protection, the parties may incorporate their agreement in the
17 stipulated protective order submitted to the court.

18 14. **MISCELLANEOUS**

19 14.1 Right to Further Relief. Nothing in this Order abridges the right
20 of any person to seek its modification by the Court in the future.

21 14.2 Right to Assert Other Objections. By stipulating to the entry of
22 this Protective Order, no Party waives any right it otherwise would have to object
23 to disclosing or producing any information or item on any ground not addressed in
24 this Stipulated Protective Order. Similarly, no Party waives any right to object on
25 any ground to use in evidence of any of the material covered by this Protective
26 Order.

1 14.3 Filing Protected Material. A Party that seeks to file under seal
2 any Protected Material must comply with Local Civil Rule 79-5. Protected
3 Material may only be filed under seal pursuant to a court order authorizing the
4 sealing of the specific Protected Material. If a Party's request to file Protected
5 Material under seal is denied by the court, then the Receiving Party may file the
6 information in the public record unless otherwise instructed by the court.

7 15. FINAL DISPOSITION

8 After the final disposition of this Action, as defined in paragraph 6, within
9 60 days of a written request by the Designating Party, each Receiving Party must
10 return all Protected Material to the Producing Party or destroy such material. As
11 used in this subdivision, "all Protected Material" includes all copies, abstracts,
12 compilations, summaries, and any other format reproducing or capturing any of the
13 Protected Material. Whether the Protected Material is returned or destroyed, the
14 Receiving Party must submit a written certification to the Producing Party (and, if
15 not the same person or entity, to the Designating Party) by the 60-day deadline that
16 (1) identifies (by category, where appropriate) all the Protected Material that was
17 returned or destroyed and (2) affirms that the Receiving Party has not retained any
18 copies, abstracts, compilations, summaries or any other format reproducing or
19 capturing any of the Protected Material. Notwithstanding this provision, Counsel
20 are entitled to retain an archival copy of all pleadings, motion papers, trial,
21 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
22 and trial exhibits, expert reports, attorney work product, and consultant and expert
23 work product, even if such materials contain Protected Material. Any such archival
24 copies that contain or constitute Protected Material remain subject to this
25 Protective Order as set forth in Section 6 (DURATION).

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1 16. VIOLATION

2 Any violation of this Order may be punished by appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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6 DATED: June 25, 2025

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9 JOHN D. EARLY
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Protective
6 Order that was issued by the United States District Court for the Central District of
7 California in the case of *Brian McMillan v. Doug Cirbo*, et al., Case No. 8:25-cv-
8 00425-SRM (JDE). I agree to comply with and to be bound by all the terms of
9 this Protective Order and I understand and acknowledge that failure to so comply
10 could expose me to sanctions and punishment in the nature of contempt. I solemnly
11 promise that I will not disclose in any manner any information or item that is
12 subject to this Stipulated Protective Order to any person or entity except in strict
13 compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District
15 Court for the Central District of California for the purpose of enforcing the terms
16 of this Stipulated Protective Order, even if such enforcement proceedings occur
17 after termination of this action. I hereby appoint _____
18 [print or type full name] of _____ [print
19 or type full address and telephone number] as my California agent for service of
20 process in connection with this action or any proceedings related to enforcement of
21 this Stipulated Protective Order.

22 | Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 | Signature: _____